

JTJ Trucking, Inc.; JJJ Trucking, Inc.; Thermo Express, Inc. and Brotherhood of Teamsters and Auto Truck Drivers, Local No. 70 of Alameda County, International Brotherhood of Teamsters, AFL-CIO, Petitioner. Case 32-RC-3637

May 18, 1994

**SUPPLEMENTAL DECISION AND
CERTIFICATION OF REPRESENTATIVE**

BY MEMBERS STEPHENS, DEVANEY, AND
BROWNING

The National Labor Relations Board, by a three-member panel, has considered objections to an election held April 12, 1993, and the hearing officer's report recommending disposition of them. The election was conducted pursuant to a Stipulated Election Agreement. The revised tally of ballots shows 19 for and 18 against the Petitioner, with no challenged ballots.

The Board has reviewed the record in light of the Employer's exceptions and brief, has adopted the hearing officer's findings¹ and recommendations, and finds that a certification of representative should be issued.

¹ We agree with the hearing officer's finding that the Union did not threaten employees with a loss of health benefits and did not engage in objectionable conduct. The Union represented to employees that should it lose the election, the employees would not be covered under the Union's health plan but rather would receive the health benefits provided by the Employer, if any. The Union did not threat-

CERTIFICATION OF REPRESENTATIVE

IT IS CERTIFIED that a majority of the valid ballots have been cast for Brotherhood of Teamsters and Auto Truck Drivers, Local No. 70 of Alameda County, International Brotherhood of Teamsters, AFL-CIO, and that it is the exclusive collective-bargaining representative of the employees in the following appropriate unit:

All full-time and regular part-time drivers employed by JTJ Trucking, Inc.; JJJ Trucking, Inc.; and Thermo Express, Inc., located at 31281 Wiegman Drive, Hayward, California, and 4201 Gibraltar Court, Stockton, California; excluding all other employees, professional employees, office clerical employees, guards, and supervisors, as defined in the Act.

en employees but rather truthfully represented to employees that its health coverage would be unavailable to employees should it not be selected as their representative. The Union was engaged in permissible give-and-take campaigning with the Employer regarding the merits of unionization and the advantages of the parties' respective health coverage.

We note that the Union had been decertified as the employees' representative approximately 1 month prior to the election, and that the employees apparently maintained their coverage under the Union's health plan during the interim period between the decertification and the instant election. This is not a case, however, where an incumbent union engages in objectionable conduct by threatening to cut off union benefits before the results of a decertification vote are final. Compare *Bell Security*, 308 NLRB 80 (1992).